

4. While partner at Coudert, the Former Coudert Partner represented various Coudert clients. After the Former Coudert Partner joined Akin Gump, certain Coudert clients (the “Clients”) retained Akin Gump to represent them and perform legal services on new matters separate and distinct from matters as to which they had previously retained Coudert (the “Matters”). (Huene Decl., Ex. A; Affidavit of Frank Stenger-Castro, ¶ 3).

5. Akin Gump only billed Clients for their services on the Matters on an hourly-rate basis. (Affidavit of Frank Stenger-Castro, ¶¶ 4, 5).

6. Akin Gump did not receive any payment or other compensation on the Matters for anything other than its own services. (*Id.*, ¶ 6).

Dated: New York, New York
December 9, 2011

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CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of December 2011, I caused the forgoing Defendant Akin Gump Strauss Hauer LLP's Statement of Material Facts Pursuant to Local Rule 56.1 to be served via the Court's Electronic Case Filing ("ECF") system and by electronic mail on counsel for plaintiff Development Specialists, Inc.

Dated: New York, New York
December 9, 2011

/s/ Christopher Clark
Christopher Clark